

ARTICLE I UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
ARTICLE II HOUSTON DIVISION

IN RE: §
§
SWB WACO SH, L.P., § CASE NO. 10-38001-H1-11
§ (Chapter 11)
Debtor. §

ORDER APPROVING COMPROMISE
(Docket No. _____)

The Court has considered the Motion to Compromise Controversy with ADP Totalsource (“ADP”) filed by SWB Waco SH, L.P., (the “SWB”). The Court finds that (i) the compromise is in the best interests of the estate and its creditors; and (ii) adequate notice of the Motion has been given to creditors and parties-in-interest in this case. Accordingly, it is, therefore,

ORDERED THAT:

1. The Motion is **GRANTED**.
2. Within fourteen days after the entry of an order approving this proposed settlement, ADP shall pay the sum of \$11,552.87 to SWB Waco SH, LP in good and available funds (the “Settlement Payment”). Any check shall be made payable to “SWB Waco SH, LP” and delivered c/o David R. Jones, Porter Hedges LLP, 1000 Main Street, 36th Floor, Houston, Texas 77002. The payment may also be made by wire transfer to the IOLTA account of Porter Hedges LLP.
3. Within fourteen days after the entry of an order approving this proposed settlement, SWB will dismiss all of the estate’s claims in Adversary No. 11-3152 with prejudice with each party to bear its respective costs.
4. Except of the obligations hereunder, all claims held by SWB against ADP are released and forever discharged

SIGNED _____, 2011.

THE HONORABLE MARVIN ISGUR,
UNITED STATES BANKRUPTCY JUDGE